

# NAME OF HOUSING AUTHORITY

These policies and procedures were adopted by the Board of Commissioners by Resolution # \_\_\_\_\_ on \_\_\_\_\_, 20\_\_

## Maintenance Policies & Procedures

### Policy Statement

The Board of Commissioners of the (NAME OF TRIBE/TDHE) recognizes that one of the most important aspects of the (NAME OF TRIBE/TDHE) operations is the maintenance of the (NAME OF TRIBE/TDHE) owned and managed units. If units are not maintained on a regular basis, the long-term viability of the (NAME OF TRIBE/TDHE) as a property management business is threatened and the Tribes and the residents will lose a valuable resource.

These procedures are intended to implement a full system of maintenance for those units where the (NAME OF TRIBE/TDHE) has the obligation to perform the maintenance as required by the Native American Housing and Self-Determination Act (NAHASDA). These procedures are also intended to establish a system of inspections, follow-up, and enforcement to insure that homebuyers perform their required maintenance obligations.

Therefore, the purpose of the (NAME OF TRIBE/TDHE)'s maintenance procedures shall be to:

- a. Maintain the dwelling units in a decent and safe condition and other (NAME OF TRIBE/TDHE) owned facilities in a safe and workable condition that fulfills their intended functions and life expectancy.
- b. Identify and correct conditions that may lead to an injury or accident to residents or (NAME OF TRIBE/TDHE) employees.
- c. Conduct timely inspections, regular and preventive maintenance, timely repairs and replacements to ensure the structural integrity of the units along with making sure all equipment is functioning properly.

### 1. Components of the (NAME OF TRIBE/TDHE) Maintenance Program

#### a. Preventive Maintenance

1. Preventive maintenance is defined as tasks that provide for the inspection, monitoring, and care of buildings or equipment to prevent the need for future emergency maintenance and/or major structural or system failures.
2. There shall be two phases to the (NAME OF TRIBE/TDHE) preventive maintenance program that the Executive Director and Maintenance Supervisor are responsible for implementing. The first phase will include actual preventive maintenance activities and the second phase will include preventive maintenance inspections. The (NAME

OF TRIBE/TDHE) will perform both phases of preventive maintenance in the rental programs and only the inspection phase in the homeownership programs.

3. The Executive Director and Maintenance Supervisor shall establish a regular, periodic schedule for the following types of preventive maintenance work.
  - a. Checking fire extinguishers and smoke detectors for operational use;
  - b. Inspecting, adjusting, cleaning and/or lubricating furnaces (including changing filters at least annually) and other equipment such as ranges, hot water heaters and refrigerators;
  - c. Inspecting and repairing plumbing systems and fixtures including, as necessary, caulking around bathtubs and toilet bases to avoid water damage to walls and floors in addition to caulking around windows and door frames as an energy conservation measure;
  - d. Inspecting, repairing and replacing worn parts in electrical systems and electrical fixtures;
  - e. Inspecting and repairing roofs, gutters, downspouts and flashing;
  - f. Inspecting underground facilities and equipment for corrosion;
  - g. Inspecting and patching paved surfaces;
  - h. Inspecting for and controlling termites and rodents;
  - i. Monitoring of painted and other sealed surfaces that protect structures;
  - j. Inspecting for condensation, dampness, and fungus in wood and for rust in iron components and taking appropriate corrective measures;
  - k. Inspecting and correcting any erosion or drainage deficiencies. This includes inspection of any ditches, inlets or drainage systems and removing debris or plants that may impede proper drainage;
  - l. Installing protective barriers, where needed, to protect buildings, structures, planted areas and trees;
  - m. Inspecting water and sewer lines, clean outs and manholes;
4. Preventive maintenance will normally performed during the "off-season" of the equipment use. For example, heating systems should be inspected, cleaned and repaired during the summer months to ensure that they are clean and operating smoothly when the colder months arrive.

**b. Routine Maintenance**

1. Routine maintenance is the unplanned response, including ordinary maintenance, of structures and equipment that have deteriorated through normal wear and tear.
2. It also includes responding to service requests when items are not functioning correctly, making minor repairs to facilities, systems, and equipment; and replacing component parts of systems and equipment.
3. The Executive Director and Maintenance Supervisor will make every effort to make sure routine maintenance requests are responded to within 14 days.
4. The (NAME OF TRIBE/TDHE) normally will perform all routine maintenance for residents in its rental programs.
5. Homebuyers will be responsible to perform routine maintenance for their units and grounds.

6. Routine maintenance includes, but shall not be limited to:
  - a. Repairing or replacing electrical outlets, circuit breakers and other minor electrical elements of the facility or equipment;
  - b. Repairing or replacing hose bibs, water and sewer lines owned by the (NAME OF TRIBE/TDHE);
  - c. Repairing or replacing worn or damaged elements in units;
  - d. Locks, washers in faucets, toilet flushing mechanisms, window guides;
  - e. Portions of tile and flooring;
  - f. Replacing thermostats, smoke detector batteries and other items of minor costs;
  - g. Other minor items as determined by the Executive Director or Maintenance Supervisor;

**c. Non-routine Maintenance**

1. Non-routine maintenance is replacement, betterment or improvement of the structure, systems or major equipment.
2. Non-routine maintenance items involve substantial expenditure, occurring at planned or unplanned intervals of time, or being caused by unforeseen events.
3. Non-routine maintenance repairs or replacements include, but shall not be limited to:
  - a. Replacing roofs;
  - b. Heating systems and electrical systems;
  - c. Water heaters, heating elements, ranges, and refrigerators;
  - d. Painting or residing the exteriors of units;
  - e. Painting the interiors of units;
4. The (NAME OF TRIBE/TDHE) normally will perform all non-routine maintenance for residents in its rental programs.
5. Homebuyers will be responsible to perform non-routine maintenance for their units and grounds.

**d. Emergency Maintenance**

1. Emergency maintenance is performed in response to an unanticipated defect endangering life or property or the normal use of dwelling units or systems.

**e. Inspections**

1. The Executive Director and Maintenance Supervisor shall conduct periodic inspections at regular intervals to determine if the dwelling units and equipment are in good working condition. The Executive Director and Maintenance Supervisor will also perform move-in and move-out inspections, warranty inspections and special inspections.
2. Inspections will be scheduled in such a manner as to allow the residents the opportunity to be present during any inspection of the respective unit.

3. All residents will be given notice prior to the (NAME OF TRIBE/TDHE) entering the unit for inspection. The Executive Director in cooperation with the Maintenance Supervisor shall determine the form of notice and advance time of notification.
4. The resident will always be given a written report of the inspection findings.
5. The condition of the units and grounds will be noted on (NAME OF TRIBE/TDHE) inspection forms. The forms shall be two-part with space for signatures of the resident and the (NAME OF TRIBE/TDHE) employee conducting the inspection along with the date of the inspection. The form will identify each item in and outside the unit that should be checked for wear, damage or cleaning. Upon the completion of any inspection, the resident shall receive a copy of the signed inspection form.
6. The (NAME OF TRIBE/TDHE) shall videotape move-in and move-out inspections to visually display the condition of the unit and grounds. Videotapes shall be kept on file at the (NAME OF TRIBE/TDHE) offices.
7. Move-in inspections shall be performed before the unit is occupied with the future resident present. Any deficiencies should be noted on the inspection form and repaired prior to occupancy.
8. Regular periodic inspections shall be conducted at least every 12 months for rental units owned and managed by the (NAME OF TRIBE/TDHE) and homeownership units shall be inspected periodically at the discretion of the Executive Director in cooperation with the Maintenance Supervisor. The purpose of regular periodic inspections is to detect any deficiencies that may exist in the units. Any deficiencies shall be noted on an inspection form.
9. Where minor deficiencies are noted during the inspection of homeownership units, the (NAME OF TRIBE/TDHE) employees conducting the inspections shall confer with the homebuyer family and provide the necessary instruction and advice as to how to correct the deficiency.
10. Special and emergency inspections will be performed by the Executive Director or Maintenance Supervisor at any time when necessary as determined by the Executive Director.
11. Move-out inspections shall be conducted as soon as possible after a unit has been vacated and whenever possible, the resident should be given the opportunity to be present during the inspection.
12. Warranty inspections shall be performed on new or renovated units at least quarterly until all warranties on the units and/or equipment has expired in accordance with the (NAME OF TRIBE/TDHE)'s contract with the contractor.

## **2. (NAME OF TRIBE/TDHE) Responsibilities**

### **a. Rental Program**

1. The (NAME OF TRIBE/TDHE) is responsible for all routine, non-routine and preventive maintenance, unless otherwise provided in a special provision of the Dwelling Lease obligating the resident to perform certain appropriate maintenance tasks.
2. The (NAME OF TRIBE/TDHE) shall perform inspections of all units in accordance with a plan and schedule established by the Executive Director and Maintenance Supervisor.
3. All maintenance needs that are identified during the inspections should be corrected by the (NAME OF TRIBE/TDHE) within a reasonable amount of time not to exceed 30 days.
4. The (NAME OF TRIBE/TDHE) shall repair resident caused damages exceeding "normal wear and tear" and the costs shall be charged to the resident based on the cost of labor, materials, and mileage. Labor shall be charged at \$15.00 per hour and mileage shall be charged at 25 cents per mile. Mileage will be charged on a roundtrip per mile basis from the (NAME OF TRIBE/TDHE) maintenance office to the unit where the work is performed. Materials will be charged based on the actual cost to the (NAME OF TRIBE/TDHE).
5. If the (NAME OF TRIBE/TDHE) hires or contracts with an outside person or firm to repair any resident caused damage, the homebuyer will be charged the actual cost to the (NAME OF TRIBE/TDHE).
6. The (NAME OF TRIBE/TDHE) will be responsible for maintaining lawns for the elderly and persons with disabilities as defined in the (NAME OF TRIBE/TDHE)'s Eligibility, Admissions, & Occupancy Policy.

**b. Homebuyer Program**

1. Participants in the New Mutual Help Homeownership Program and other homeownership programs are obligated to perform, or assume the cost of, all routine, non-routine and preventive maintenance needs of their home and yards in accordance with their respective homebuyer agreements with the (NAME OF TRIBE/TDHE).
2. The (NAME OF TRIBE/TDHE) shall conduct inspections of all homeownership units in accordance with a plan and schedule established by the Executive Director and Maintenance Supervisor.
3. If the (NAME OF TRIBE/TDHE) becomes aware, either during periodic inspections or at any other time, that the homebuyer is not in compliance with the homeownership agreement regarding maintenance, the (NAME OF TRIBE/TDHE) shall take actions to protect the physical condition of the home and grounds.
4. If a homebuyer requests the (NAME OF TRIBE/TDHE) to repair or replace any damage or equipment, the cost of labor, materials, and mileage shall be charged to the homebuyer. Labor shall be charged at \$00.00 per hour and mileage shall be charged at 00 cents per mile. If the (NAME OF TRIBE/TDHE) hires or contracts with

an outside person or firm to repair any homebuyer caused damage, the homebuyer will be charged the actual cost to the (NAME OF TRIBE/TDHE).

5. If the (NAME OF TRIBE/TDHE) hires or contracts with an outside person or firm to repair any homebuyer caused damage, the homebuyer will be charged the actual cost to the (NAME OF TRIBE/TDHE).

### **3. Resident Responsibilities**

#### **a. Rental Program**

1. All residents participating in the (NAME OF TRIBE/TDHE) rental program will comply with the provisions identified in their Dwelling Lease concerning their maintenance responsibilities.
2. Participants in the rental program will be responsible for the maintenance of their yard. This will include care of the lawn, trees and shrubs. If the participant is unable or unwilling to care for the lawn, the (NAME OF TRIBE/TDHE) shall perform the work and charge the participant accordingly.
3. Rental program participants are responsible for their own snow removal from their sidewalks and driveways. Snow shall be removed if there is over a 2" accumulation. If the resident is unable or unwilling to remove the snow, the (NAME OF TRIBE/TDHE) shall have it removed and charge the participant accordingly.
4. Rental program participants shall be responsible for notifying the (NAME OF TRIBE/TDHE) immediately of any damage or repairs the (NAME OF TRIBE/TDHE) is responsible for repairing.

#### **b. Homebuyer Program**

1. In accordance with their homebuyer agreements with the (NAME OF TRIBE/TDHE), homebuyers are responsible for the maintenance of their home, including all repairs and replacements due to normal wear and tear or damage from any cause.
2. Failure of the homebuyer to perform required maintenance obligations shall constitute a breach of the homebuyer agreement. Upon a determination by the Executive Director or Maintenance Supervisor that a breach has occurred, the (NAME OF TRIBE/TDHE) shall require the homebuyer to agree to a specific plan of action to cure the breach and to assure future compliance.
3. If the problem is not remedied within the required time frame established by the (NAME OF TRIBE/TDHE), or if the Homebuyer fails to agree to reasonable plan or fails to carry out the agreed to plan, the (NAME OF TRIBE/TDHE) shall terminate the homebuyer agreement.
4. Repeated failure to maintain the home and/or equipment, or repeated damage to the home and/or equipment is cause for termination of the homebuyer's agreement with the (NAME OF TRIBE/TDHE).

5. If the condition of the property creates a hazard to the life, health or safety of the occupants or there is a risk of damage to the property as determined by the Executive Director, the (NAME OF TRIBE/TDHE) shall remedy the hazardous condition and charge the cost to the homebuyer's Monthly Equity Payment Account (MEPA) in accordance with the homebuyer's agreement. If the homebuyer has an insufficient MEPA balance to cover the cost of the repairs, the homebuyer shall be required to sign a Payment Agreement with the (NAME OF TRIBE/TDHE) to pay for the cost of the repairs.

#### **4. Work Orders**

##### **a. System**

1. The (NAME OF TRIBE/TDHE) shall create and utilize a work order system for receiving and recording resident maintenance requests.
2. All maintenance requests must be processed through the work order system.
3. Maintenance work initiated as a result of inspections shall also be processed through the work order system.
4. If the Maintenance Supervisor receives a maintenance request directly from a resident, a work order shall be initiated and the work completed in accordance with the Maintenance Supervisor's schedule and plan.

##### **b. Form**

1. The Executive Director working in cooperation with the Maintenance Supervisor shall create a work order form.
2. The work order form should be prepared in triplicate. One completed copy should be kept in the unit file, the second given to the resident, and the third kept with all other work orders to serve as a complete record of maintenance performed by the (NAME OF TRIBE/TDHE).
3. The form should include, at a minimum, the following information:
  - a. Resident name
  - b. Unit number and address
  - c. Brief description of problem
  - d. Resident permission to enter unit if resident is not at home
  - e. Who took the request and the date of request
  - f. What work has been performed
  - g. What materials and supplies were used
  - h. Date when the work was performed
  - i. Time work started
  - j. Time work completed
  - k. Any parts on order
  - l. Charges to the resident, if any
  - m. Resident's signature accepting completed work
  - n. (NAME OF TRIBE/TDHE) staff person's signature who performed or approved of work

## **5. Maintenance Scheduling & Priorities**

### **a. Scheduling**

1. All preventive maintenance and certain routine and non-routine maintenance, as well as inspections, should be scheduled.
2. The Executive Director and Maintenance Coordinator should schedule preventive maintenance and inspection activities for an entire year prior to when the (NAME OF TRIBE/TDHE) submits the annual Indian Housing Plan.
3. By scheduling planned maintenance, the (NAME OF TRIBE/TDHE) Maintenance Supervisor and staff can approach the many maintenance tasks to be completed in an organized fashion and the staff will know what is expected to be accomplished.

### **B. Priorities**

1. Emergency maintenance tasks shall have preference over others. The (NAME OF TRIBE/TDHE) will make every attempt to complete all work of an emergency nature on a same day basis.
2. The renovation of vacant units where there is minimal damage resulting from tenant damage shall have second priority. Vacant units with minimal damage should be available for occupancy within approximately 5 working days after the unit was officially vacated. Where there is more than minimal damage to be repaired on a vacant unit, the Executive Director shall determine whether the work should be contracted out or done in-house in order to make the unit available for occupancy in the shortest period of time.
3. Routine and non-routine maintenance work generated by work orders shall be the third priority.
4. Preventive maintenance and inspections shall have last priority.

## **5. Quality Standards**

### **a. Codes**

1. All maintenance work performed on (NAME OF TRIBE/TDHE) owned and managed property shall be done in compliance with the national Uniform Building Code, Uniform Electrical Code, and Uniform Plumbing Codes along with other applicable Housing Quality Standards, codes or laws of the (NAME OF TRIBE/TDHE).
2. All maintenance work will be conducted in a professional and courteous manner with the residents being treated as customers of the (NAME OF TRIBE/TDHE).
3. Work orders shall be received by phone or in person in a professional and courteous manner with the residents being treated as customers of the (NAME OF TRIBE/TDHE).



**b. Training**

1. The (NAME OF TRIBE/TDHE) staff shall be adequately educated and trained to perform the maintenance tasks described in these policies and procedures.
2. The Executive Director shall encourage the appropriate (NAME OF TRIBE/TDHE) employees to attend relevant training courses to learn how to become more efficient and productive.